

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of security interest recorded at Reel 0792 Frame 0290

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harris Trust and Savings Bank		05/27/2005	Banking Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Atwood Industries, Inc.
Street Address:	1400 Eddy Avenue
City:	Rockford
State/Country:	ILLINOIS
Postal Code:	61103
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0774436	A
Registration Number:	0832205	A
Registration Number:	1024171	A
Registration Number:	1024172	ATWOOD
Registration Number:	1027869	ATWOOD
Registration Number:	1366565	A
Registration Number:	1323099	ATWOOD
Registration Number:	1662376	WEDGEWOOD

CORRESPONDENCE DATA

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-6371

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 200 E. Randolph Drive

TRADEMARK

REEL: 003116 FRAME: 0141

900027731

CH \$215.00 0774436

Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Michael G. Fatall
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Signature:	/Michael G. Fatall/
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Date:	07/05/2005
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Total Attachments: 3 source=Harris-Atwood TM Release#page1.tif source=Harris-Atwood TM Release#page2.tif source=Harris-Atwood TM Release#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 27, 2005 ("Effective Date") by and among HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as agent (in such capacity the "Agent"), ATWOOD INDUSTRIES, INC., an Illinois corporation, with its principal place of business at 1400 Eddy Avenue, Rockford, Illinois 61103, (in such capacity the "Borrower").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Collateral Agreement by and among Borrower and Agent dated June 29, 1990 (the "Trademark Collateral Agreement"), Borrower granted to Agent a continuing security interest in and to all of Borrower's right, title and interest in and to all of its Trademarks (as defined in the Trademark Collateral Agreement), including, without limitation, the trademark applications and registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith (the "Trademarks");

WHEREAS, Borrower and Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement Re: Accounts Receivable, General Intangibles, Inventory and Equipment by and between Borrower and Agent dated June 29, 1990 (the "Security Agreement");

WHEREAS, the Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office ("PTO") on March 24, 2004, at Reel 0792, Frame 0290; and

WHEREAS, Borrower has paid all of its outstanding indebtedness to Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Trademark Collateral Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Agent shall take all further actions, and provide to Borrower, Borrower's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Borrower to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

HARRIS TRUST AND SAVINGS BANK



Name: **KIRBY M. LAW**
VICE PRESIDENT

Title: _____

SCHEDULE A**TRADEMARKS**

TRADEMARK NAME	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
A	U.S.	0774436	8/4/1964
A	U.S.	0832205	7/18/1967
SWING AIRE	U.S.	1,009,300	4/22/1975
AVM	U.S.	1,014,654	7/1/1975
A	U.S.	1,024,171	11/4/1975
ATWOOD	U.S.	1,024,172	11/4/1975
ATWOOD	U.S.	1,027,869	12/23/1975
AIRDRIVE	U.S.	1,195,526	5/18/1992
A	U.S.	1,366,565	10/22/1985
ATWOOD	U.S.	1,323,099	3/5/1985
Design	U.S.	1,604,507	7/3/1990
WEDGEWOOD	U.S.	1,662,376	10/29/1991
MARVIN WINDOWS	U.S.	74/031,143	2/21/1990